IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.670 OF 2005

James John Plaintiff

versus

Jacob John and others Defendants

Mr.R.D.Sohoni for plaintiff.

Mr.H.M.Thakore i/by Thakore Jariwala for defendant no.1.

Mrs.M.Gaikwad for defendant no.2.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 2nd May 2006

PC :

1. Consent terms which are signed by the parties and their advocates, taken on record and marked "X" for identification. These are consent terms between plaintiffs and defendant nos.1 an 2 and they have agreed to settle the claim for a sum of Rs.4.50 lakh (Rs.Four lakh fifty thousand only) which is to be paid in the manner set out in clauses 2 and 3 of the consent terms. Undertaking in clause no.4 is accepted. Similarly, defendant no.1 has also agreed to pay

to the defendant no.2 the sums mentioned in clauses 5 and 6. A further undertaking is given by defendant no.1 that in the event he decides to sell the flat mentioned in clause no.8, before execution of the sale deed, he shall settle all payments. The society has also undertaken to issue share certificates to defendant no.1. Plaintiff and defendant no.2 have no objection to the society transferring said flat in the name of defendant no.1.

2. Thus, all parties have settled their claims in the suit, which is for declaration of their one sixth undivided share in the flat in question.

3. Each of the parties have intimated to their advocates that they have no objection in such consent terms being drawn and filed in the Court, as also an order being passed in terms thereof. The intimation which is signed in this behalf to the advocates by parties, is taken on record and marked "X-1" for identification. Order in terms of consent terms.

4. It is clarified that the terms are between plaintiff and defendants 1 and 2 and defendant

no.3 is a formal party but it’s presence is necessary to pass a complete and effective order. In that light, this undertaking is recorded.

5. In the light of the disposal of the suit in terms of consent terms, Notice of Motion No.762 of 2005 does not survive. Ad-interim order, if any, to stand vacated. Refund of court fee as per rules.

(S.C.DHARMADHIKARI, J.)